



CITY OF CHICAGO

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DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

**AMENDED AGREED PLAN OF OPERATION**

**Licensee:** Bad Axe Throwing USA, Inc. D/B/A Bad Axe Throwing

**Premises:** 2828 N. Clark  
Chicago, IL 60654

**License Types:** Public Place of Amusement

**Account Number:** 409581

**Site Number:** 02

Per Chapter 4-156-311 of the Municipal Code of Chicago, The City of Chicago Department of Business Affairs & Consumer Protection ("BACP"), the Local Liquor Control Commission ("LLCC"), and the above named licensee have agreed to the following license conditions concerning the operation of the business:

1. **Liquor Prohibited.** Licensee agrees not to have any alcoholic beverages sold and/or consumed on the business premises. Licensee agrees not to allow BYOB (Bring Your Own Bottle) of beer, wine, or alcoholic liquor at the business premises. Licensee agrees not to apply for a liquor license.
2. **Hours of Operation.** Licensee shall operate between the hours of 8 a.m. and midnight daily. Licensee will operate by appointment and allow walk-in axe throwing during pre-scheduled hours that conform with existing appointments.
3. **Insurance.** Licensee shall maintain and provide proof of insurance evidencing commercial general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury, and property damage liability and \$1,000,000 per occurrence. The City of Chicago shall be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from the operations of Licensee. Each policy of insurance required under this section shall include a provision requiring 30 days advance notice to the BACP Commissioner prior to termination or lapse of the policy.
4. **Changes to Business Activity.** The permitted business activity at the business premises is limited to axe throwing and knife throwing. Licensee shall notify BACP at least 30 days in advance of any proposed changes to permitted business activity.
5. **Firearms Prohibited.** Licensee shall not allow firearms, concealed or otherwise, in the business premises, unless the individual carrying a firearm is otherwise permitted to do so, because they are authorized to carry a firearm under Section 24-2(e) of the Illinois Criminal Code.



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6. **Emergency Contact.** Licensee shall identify and maintain designated emergency contact information that is accessible 24 hours a day. Licensee must designate a person authorized to act for an on behalf of the business for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.
7. **Employee Presence on Site.** Licensee agrees to designate at least one trained employee per twenty (20) customers/guests at the premises. Licensee agrees to designate additional staff to handle axes and knives, storage of axes and knives, and to implement safety protocols. One coach is required to be present in the dedicated axe and/or knife throwing area for every 4 targets (2 lanes) that are in use.
8. **Age of Guests.** Licensee agrees persons under the age of 18 will not be allowed on the business premises unless accompanied by a parent or legal guardian.
9. **Storage of Axes and Knives.** Licensee agrees to secure and lock all axes and knives in a secured cabinet at all times when they are not in use.
10. **Safety plan.** Licensee agrees to create and implement a safety plan for handling axes and knives and instructing guests on proper handling and technique of axe and knife throwing. Such safety plan shall include teaching axe and knife throwing safety to customers/guests prior to allowing them to participate in axe or knife throwing activities. Safety measures include:
  - a. Axes and knives shall not be permitted in a throwing lane unless a staff member is present.
  - b. Axes and knives are thrown by 2 participants simultaneously and retrieved simultaneously ensuring no patron is ever in harms way. Spectators are not permitted in the axe throwing lanes and must stay in the designated area clearly marked on the floor.
  - c. Both axes and knives are retrieved simultaneously from inside the throwing lanes only once they have ceased their movement.
  - d. Axes and knives shall never be left unattended.
  - e. Axes and knives are transferred between participants by returning them to their holster. Axes and knives may not be transferred from one participant to another directly. Patrons shall not be permitted to leave a lane with an axe or knife.
  - f. Supervisors reserve the right to ask any participant who is demonstrating non-compliance with axe throwing or knife throwing procedures to leave the premises.
  - g. Anyone suspected of being intoxicated will be denied entry and will not be allowed to throw axes or knives.
11. **Knife Throwing.** Knife throwing will only be an "add-on" service to parties who have booked axe throwing events. No event will be strictly knife throwing only. Knife throwing will only be offered to customers who have first demonstrated sufficiency in axe throwing. No customer who is not a WKTL League Member will be allowed to throw a knife at a target that already has a knife embedded to prevent any possible ricochet.



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12. **Knife Specifications.** All knives used for knife throwing shall be provided by Bad Axe Throwing and must meet the following specifications for safety:
  - a. The entire length of the blade to not exceed 16 inches or be less than 13.5 inches
  - b. All knives must have guards that are at least 4 inches in width to prevent any ricochets from passing through lane fencing
  - c. The maximum knife weight must not exceed 1.65 pounds
13. **Sale of Axes and Knives Prohibited.** Licensee shall not have the right to sell axes or knives and shall not operate as a retailer for the sale of axes, knives and/or weapons as defined under Section 8-24-005 of the Municipal Code of Chicago.
14. **Live Targets.** Licensee shall not use live targets for axe or knife throwing at any time.
15. **Duty to Monitor.** Licensee shall regularly monitor the exterior area around the Premises during all of its business hours in order to address and abate noise, loitering and littering complaints about Licensee's patrons or employees. Licensee will also monitor & record the interior area of the Premises using security cameras.
16. **Duty to Deny Entry.** Licensee shall deny entry to any person who is visibly intoxicated and shall notify local police of all unlawful acts witnessed by, or reported to, any of its employees, including instances of public intoxication, loitering, use of narcotic drugs, unlawful use of marijuana, or other public disturbances. Licensee shall train all employees regarding their duty to report such incidents. Licensee shall document all incidents reported to the police in a written log and shall retain all incident reports generated for no less than one (1) year.
17. **Duty to Address Nuisance Conditions.** Licensee shall immediately address any public nuisance issues that adversely impact the health, safety, and welfare of the community.
18. **Duty to Contact Police.** Licensee shall immediately notify the police of any illegal activity viewed in and around the Premises.
19. **Duty to Monitor Noise.** Licensee shall monitor the noise levels emanating from the Premises to ensure compliance with the Chicago Noise and Vibration Ordinance.
20. **Staff Training.** All staff will be BASSET or TIPS certified, and will be trained with respect to the detection of fraudulent identification. All staff will be trained to identify intoxicated patrons and will take proactive steps to prevent the intoxication of patrons.
21. **Duty to Cooperate.** Licensee agrees that in the event the City of Chicago Department of Business Affairs and Consumer Protection (BACP) or Local Liquor Control Commission ("LLCC") receives a complaint, the Licensee shall cooperate fully with any investigation, including, but not limited to, submitting any requested records.



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**22. Meetings.** Licensee agrees to meet with local Aldermen, City agencies and all local community groups at their request to identify, address and resolve issues reasonably attributed to Licensee's business operations. Licensee may designate an agent, who is legally authorized to act for and on behalf of the Licensee, to attend and participate in meetings identified in this section.

**23. Non-Smoking Laws.** Licensee will enforce all applicable City and State non-smoking laws as they relate to both the interior and the exterior of the Premises.

The agreed conditions of the public place of amusement license are legally binding and may be enforced by City of Chicago enforcement authorities. Violation of the above stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the licensee. Violations of the above stated agreed conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the liquor license.

The agreed conditions of the public place of amusement license shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the entity of which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this plan of operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Plan of Operation next to the License certificates in a conspicuous place at the business address.

Licensee: Bad Axe Throwing USA, Inc.

Premises: 2828 N Clark Street, Atrium  
Chicago, Illinois 60657

  
Mario Zetuya, President

  
Shannon K Trotter  
City of Chicago  
Department of Business Affairs and Consumer Protection

4.29.21  
Date

4/29/2021  
Date